

<b>REQUEST FOR QUOTATION</b> (This is NOT an Order)		This RFQ <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a small business set-aside		Page 1 Of 24
1. Request No. W52P1J-04-T-0007	2. Date Issued 2004JUN29	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA5
5A. Issued By HQ AFSC AMSF5-CCD-B ROCK ISLAND, IL 61299-6000			6. Deliver by (Date) See Schedule	
5B. For Information Call: (Name and telephone no.) (No collect calls) KEVAN WOODIN (309)782-3961 EMAIL: WOODINK@OSC.ARMY.MIL			7. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other	
8. To: Name and Address, Including Zip Code			9. Destination (Consignee and address, including Zip Code)  See Schedule	
10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date) 2004JUL29		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

11. Schedule (Include applicable Federal, State, and local taxes)					
Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Schedule)				

12. Discount For Prompt Payment	a. 10 Calendar Days %	b. 20 Calendar Days %	c. 30 Calendar Days %	d. Calendar Days	
				Number	Percentage

NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. Name and Address of Quoter (Street, City, County, State and Zip Code)		14. Signature of Person Authorized to Sign Quotation		15. Date of Quotation	
		16. Signer			
		a. Name (Type or Print)		b. Telephone	
		c. Title (Type or Print)		Area Code Number	

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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

- A-1 AS CONTAINED IN THIS REQUEST FOR QUOTE (RFQ), THE CONTRACTOR SHALL MANUFACTURE AND DELIVER THE SPECIFIED TUBES IN SUPPPORT OF THE MULTIPLE ROUND CONTAINER PROGRAM. AS SUCH, A BILATERAL, FIRM-FIXED-PRICED PURCHASE ORDER WILL BE AWARDED.
- A-2 THE REQUIRED FIRST ARTICLE (FA) TEST IS NOT A SEPARATELY PRICED ITEM. THEREFORE, FA COSTS WILL BE AMORTIZED INTO THE UNIT PRICE OF THE PRODUCTION QUANTITY. THE GOVERNMENT WILL NOT WAIVE THE FA REQUIREMENTS.
- A-3 AS CONTAINED IN SECTIONS C AND E, ATTENTION IS MADE TO THE REQUIREMENT FOR THE CONTRACTOR TO PERFORM 100% WELD INSPECTIONS AND X-RAY RADIOGRAPHED FOR WELD DEFECTS ON THE TUBES. EACH OF THE TUBE INSPECTIONS MUST BE SATISFACTORILY COMPLETED BEFORE DELIVERY CAN BE MADE. IN ADDITION, THE CONTRACTOR SHALL PROVIDE THE APPROPRIATE WELD INSPECTION CERTIFICATION DOCUMENTS AND RADIOGRAPHS FOR EACH TUBE TO THE GOVERNMENT.
- A-4 THIS RFQ IS ISSUED AS A SMALL BUSINESS SET-ASIDE.
- A-5 FAR CLAUSE 52.213-4, TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS), IS CONTAINED IN THIS RFQ. THIS CLAUSE CONTAINS OTHER CLAUSES/PROVISIONS, BY REFERENCE, THAT ARE APPLICABLE TO THIS RFQ. IN ADDITION, THIS CLAUSE HAS BEEN MODIFIED TO REFLECT THE REQUIREMENTS OF THIS RFQ.
- A-6 ANY QUESTIONS CONCERNING THIS RFQ SHALL BE SUBMITTED, VIA EMAIL, IN A TIMELY MANNER TO THE CONTRACTING OFFICER, AS CONTAINED IN BLOCK 5A/B OF THIS RFQ COVERSHEET.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified																						
FIRST ARTICLE IS NOT A SEPARATELY PRICED ITEM. FIRST ARTICLE COSTS WILL BE AMORTIZED INTO THE UNIT PRICE OF THE PRODUCTION QUANTITY, CLIN 0001AB.																							
	(End of narrative A001)																						
0001AA	<u>FIRST ARTICLE</u>  CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TUBE BODIES PRON: DE4N7A07SB PRON AMD: 02 AMS CD: 42212300000  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 60  <u>Deliveries or Performance</u> DOC SUPPL <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>W912F141566R02</td><td>Y00000</td><td>M</td><td>HVAUGH</td><td>2</td></tr></table> <table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DAYS AFTER AWARD</td></tr><tr><td>001</td><td>4</td><td>0045</td></tr></table> FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.  MARK FOR: 7X27 MULTIPLE ROUND CONTAINER PROJ ATTN: HERMAN VAUGHN (X3260) PBA SHIPPING AND RECEIVING, BLDG 23-330 PINE BLUFF AR 71602-0000	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W912F141566R02	Y00000	M	HVAUGH	2	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	4	0045	4	EA	\$ _____	\$ _____
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																		
001	W912F141566R02	Y00000	M	HVAUGH	2																		
DEL REL CD	QUANTITY	DAYS AFTER AWARD																					
001	4	0045																					
0001AB	<u>PRODUCTION QUANTITY</u>	275	EA	\$ _____	\$ _____																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TUBE BODIES PRON: DE4N7A07SB PRON AMD: 02 AMS CD: 42212300000</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W912F141566R02 Y00000 M HVAUGH 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 275 0180</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</div> <div>MARK FOR: 7X27 MULTIPLE ROUND CONTAINER PROJ ATTN: HERMAN VAUGHN (X3260) PBA SHIPPING AND RECEIVING, BLDG 23-330 PINE BLUFF AR 71602-0000</div>				

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. PERFORMANCE SPECIFICATIONS AND REQUIREMENTS - TUBES

C.1 PART I: TUBES The contractor shall manufacture and deliver 275 each tubes in support of the Multiple Round Container Program and as specified by the terms and conditions contained herein.

C.2 Objectives

C.2.1 Phase I- Fabricate four (4) tubes for inspection and First Article Testing per the provided technical drawings.

C.2.2 Phase II- Upon successful completion of First Article Testing, fabricate 275 tubes per technical drawings and deliver to Pine Bluff Arsenal.

C.3 Requirements

C.3.1 Configuration: Each tube shall meet the dimensional, material, and radiography requirements per the ECBC-RI technical drawing M727004.

C.3.2 Performance: Each tube shall pass First Article performance testing as designated by ECBC-RI. Performance shall be validated on the first four prototypes by ECBC-RI. See Section E.

C.4 Statement of Work

C.4.1 General: The contractor shall furnish the necessary services, labor, personnel, facilities, supplies, materials, and equipment (including fabrication machinery and quality assurance measurement devices) to perform the following manufacturing work.

C.4.2 Specific: Phase I: Fabricate Four (4) Tubes for First Article Testing. Contractor shall complete the four First Article items within 45 days of the contract award. Careful attention must be paid to achieving roundness of tubes and welds that are free of defects. Each tube shall be weld inspected and x-ray radiographed for weld defects. If tubes pass inspection, they shall be delivered to Pine Bluff Arsenal at the address listed in section C.5 of the Phase II requirements section. If not, the contractor shall repair or replace the tubes entirely at their own expenses. First article testing will consist of a helium leak test by the government and will be completed within 35 days of receipt of FAT items at Pine Bluff Arsenal. Weld certification documents and radiographs shall be delivered, as specified, to the addresses listed in section C.4.5 of the phase II requirements section.

C.4.3 Specific: Phase II: Manufacturing, Production, and Quality Assurance. The contractor shall, following successful First Article Test completion, commence production of 275 tubes for the 7x27 MRC program according to ECBC-RI engineering drawing M727004.

C.4.4 The contractor shall serialize each tube by stamping in inch high lettering using designated serial number 276-550 so each tube can be identified. First article items shall be stamped FAT1 through FAT4. See drawing M727004 for details.

C.4.5 The contractor shall have 100% of items weld inspected and x-ray radiographed for weld defects and shall not deliver any tubes unless inspections are completed successfully. The contractor shall produce weld inspection certification documents and radiographs for each item and send them to ATTN: 7x27 MRC Program, AMSRD-ECB-END-S, Building 61, Rock Island Arsenal, Rock Island, IL, 61299. If quality inspections show that the items do not meet the requirements of the technical drawings, then the contractor shall agree to rework those items until they meet specifications or replace the items entirely at the contractors own expense.

C.5 The contractor shall deliver FOB destination, no later than 180 days after the contract is awarded, the 275 tubes to Pine Bluff Arsenal at the following address:

7x27 Multiple Round Container Project  
ATTN: Herman Vaughn (x3260)  
PBA Shipping and Receiving, Bldg. 23-330  
Pine Bluff, Arkansas 71602

\*\*\* END OF NARRATIVE C 001 \*\*\*

PACKAGING AND MARKING

PACKAGING AND MARKING REQUIREMENTS

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D.1 The packaging for the items identified shall be accomplished in accordance with the following requirements:

a. Each item shall be free of dirt and other contaminants that would contribute to the deterioration of the item or would require cleaning prior to use. Coatings and preservatives that are applied to the item for protection are not considered contaminants.

b. Each item shall be provided cushioning by wrapping, compartmenting or other means to mitigate shock and vibration to prevent damage during handling and shipment.

c. Each shipping container shall be designed and constructed so that it will contain the contents with no damage to the item during shipping and storage. The outermost component package shall be a container such as a sealed bag, carton, box, crate, pallet, or pallet crate.

d. Shipping containers (including any necessary blocking, bracing, cushioning, and waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest traffic cost. The shipping container shall be capable of multiple handling, stacking, and storage under favorable conditions.

\*\*\* END OF NARRATIVE D 001 \*\*\*

INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
2	52.209-4511 LOCAL	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994
<p>a. The first article shall consist of: SEE SECTIONS C AND E FOR FIRST ARTICLE REQUIREMENTS; which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.</p> <p>b. The first article shall be delivered to: SEE SECTIONS C AND E. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.</p> <p>c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.</p> <p>d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: SEE SECTIONS C AND E FOR FIRST ARTICLE REQUIREMENTS. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article my be subjected to inspection for all contract, drawing, specification, and QAP requirements.</p> <p>e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the</p>			

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Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of clause)

(ES6033)

- |   |             |                                             |          |
|---|-------------|---------------------------------------------|----------|
| 3 | 52.246-4528 | REWORK AND REPAIR OF NONCONFORMING MATERIAL | MAY/1994 |
|   | LOCAL       |                                             |          |
- a. Rework and Repair are defined as follows:
- (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

- |   |             |                                 |          |
|---|-------------|---------------------------------|----------|
| 4 | 52.246.4531 | ACCEPTANCE INSPECTION EQUIPMENT | MAY/1994 |
|   | LOCAL       |                                 |          |
- a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.
- b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.
- c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.
- d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C

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description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

5	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	LOCAL		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

INSPECTION AND ACCEPTANCE

E.1 The contractor shall perform and include the following in accordance with the performance specifications and requirement (attachment 001).

E.1.1 Serialize each tube as specified by Drawing M727004 and in accordance with Section C, paragraph C.4.4.

E.1.2 X-ray radiograph each tube for weld defects.

E.1.3 Contractor shall provide the dimensional inspection and material certification sheets to the address below (E.1.4).

E.1.4 Complete and forward one copy each of the radiographic inspection report to:

7X27 Multiple Round Container (MRC) Program  
ATTN: Mr. Herman Vaughn (x3260)  
PBA Shipping and Receiving, Building 23-330  
Pine Bluff, Arkansas 71602

and forward the radiographic inspection report and the radiographs (x-rays) to:

Research and Development and Engineering Command-Rock Island (ECBC-RI)



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ATTN: AMSRD-ECB-END-S (Mssr Nino L. Bonavito)  
1 Rock Island Arsenal (Building 61)  
Rock Island, Illinois 61299

E.2 Upon receipt of the contractor's first article samples and reports, the government will perform first article testing to include, as a minimum, the following:

E.2.1 First article testing will consist of:

E.2.1.1 A helium leak check on each of the four tube samples.

E.2.1.2 Each tube will be welded to a flange and a base. A cover and a rubber seal will be used to hermetically seal the container.

E.2.1.3 Helium will be introduced into the container through a valve installed in the cover. The container will be pressurized internally between 5 and 15 pounds per square inch (PSI) above the outside air pressure.

E.2.1.4 A mass spectrometer will be used to detect helium excaping from the container.

E.2.1.5 A probe will be passed across the surface of the seam weld on the tube to check for leaks.

E.2.1.6 If the leak rate at any point along the surface of the seam weld does not exceed 1X10E-6cc HE/SEC, the tube will be considered to have passed the first article testing.

E.2.1.7 Leaks at other welds or at the seal will not be considered in the pass/fail criteria.

E.2.1.8 The test will be completed by the government and will be completed within thirty-five (35) days of receipt of the first article samples at Pine Bluff Arsenal. After completion of the government testing, the contractor will be notified if First Article is approved, conditional approved, or disapproved.

E.2.1.9 The contractor shall be responsible for packaging and shipping the four (4) first article smaples to the address specified at Pine Bluff Arsenal.

\*\*\* END OF NARRATIVE E 001 \*\*\*

INSPECTION AND ACCEPTANCE

E-1 THE CONTRACTOR SHALL PERFORM QUALITY ASSURANCE INSPECTIONS FOR EACH OF THE TUBES AND PROVIDE DOCUMENTATION THAT EACH TUBE COMPLIES WITH THE PERFORMANCE SPECIFICATIONS AND REQUIREMENTS HEREIN.

\*\*\* END OF NARRATIVE E 002 \*\*\*

DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

6	52.242-15	STOP-WORK ORDER	AUG/1989
7	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
8	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
9	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		
10	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	LOCAL		

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

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(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-04-T-0007      MOD/AMD</p>	<p style="text-align: center;"><b>Page 11 of 24</b></p>
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**Name of Offeror or Contractor:**

SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

11	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
12	252.211-7003 DFARS	ITEM IDENTIFICATION AND VALUATION	JAN/2004

(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

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Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for

(i) All items for which the Governments unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

-1-

-2-

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number -3- or Contract Data Requirements List Item Number -4-\_\_.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.\*

(2) Unique identifier,\*\* consisting of

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Quantity shipped.\*

(9) Unit of measure.\*

(10) Governments unit acquisition cost.\*

(11) Ship-to code.

(12) Shipment date.

(13) Contractors CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.\*

(16) Acceptance code.

\* Once per contract line, subline, or exhibit line item.

\*\* Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of

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Name of Offeror or Contractor:

- (i) Concatenated DoD unique item identifier; or
- (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Unit of measure.
- (9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

13 246.671 LOCAL MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office
2. Production Management
3. Send additional copies to N/A in accordance with Table 1 and Table 2.

(End of clause)

(HA6025)

14 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993  
OSC

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// YES NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

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**Name of Offeror or Contractor:**

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

**CONTRACT CLAUSES**

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

15	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
16	52.209-4	FIRST ARTICLE APPROVAL-GOVERNMENT TESTING (SEP 1989) - ALTERNATE II	SEP/1989
17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
19	52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	MAY/2004
20	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003) - ALTERNATE I	OCT/1995
21	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
22	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I	APR/1984
23	52.243-1	CHANGES - FIXED PRICE	AUG/1987
24	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
25	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
	DFARS		
26	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
	DFARS		
27	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
28	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
29	52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JAN/2004

\*\*\*

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): -1-

ITEM (b)(1)(vi) is not applicable to this request for quote (RFQ).

ITEM (b)(1)(vii) is not applicable to this RFQ.

ITEM (b)(1)(viii) is deleted and replaced by DFARS clause 252.225-7001, as contained in this RFQ.

ITEM (b)(1)(x) is not applicable to this RFQ.

ITEM (b)(2)(iii) is not applicable to this RFQ.

(End of clause)

(IF8339)

30	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2004
(a) Definitions. As used in this clause-			

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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**Name of Offeror or Contractor:**

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

(IF7045)

31	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
	DFARS		

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmamil/onebook/7.0/7.2./7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective

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offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

32            252.225-7001            BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM            APR/2003

DFARS

(a) Definitions. As used in this clause-

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American ActBalance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer



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that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractors option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

(IA7732)

33	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	MAR/2000
	DFARS	CONTRACTS)	

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA7745)

34	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
	OSC		

AUTHORITY OF GOVERNMENT REPRESENTATIVE

52.201-4500 OSC (FEB 1993)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

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LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	M727004	11-MAY-04	001	DATA

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

35

52.207-4

ECONOMIC PURCHASE QUANTITY-SUPPLIES

AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.			

(End of provision)

(KF6063)

36

52.219-1

SMALL BUSINESS PROGRAM REPRESENTATIONS

MAY/2004

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 331210 (insert NAICS code).  
 (2) The small business size standard is -2-(insert size standard).  
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \_\_\_is, \_\_\_is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint

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venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall0
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6003)

37      52.219-1      SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I      APR/2002

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

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individual/concern, other than one of the preceding.

(KF6004)

38 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999  
The offeror represents that -

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ( ) has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF6019)

39 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984  
The offeror represents that (a) it

- ( ) has developed and has on file,
- ( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

- (b) it
- ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF6020)

40 252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003  
(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

- (b) Evaluation. The Government
  - (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
  - (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
  - (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that
    - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
    - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-04-T-0007 <b>MOD/AMD</b>	<b>Page 22 of 24</b>
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(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
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(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
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(End of provision)

(KA6702)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

41	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
42	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
	DFARS		
43	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DOA5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

44	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

HQ, AFSC  
ATTN: AMSFS-CCD-B (KEVAN WOODIN)  
BUILDING 350  
ROCK ISLAND, IL 61299-6000  
  
EMAIL ADDRESS: WOODINK@OSC.ARMY.MIL

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-T-0007 MOD/AMD	Page 23 of 24
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45 AMC AMC-LEVEL PROTEST PROGRAM DEC/2000

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001  
Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

46 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001  
OSC

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

47 52.214-7 LOCAL HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS MAR/2004

Should you elect to hand-deliver your bid, quote, or proposal, you must first obtain a security badge/registration. Normally you obtain(ed) this security pass at the Visitor Control Center (Building 23) whose hours of operation are from 6:00 a.m. until 2:30 p.m. CT and which is/was accessible via the Moline entrance gate only. Beginning on April 5, 2004, major reconfiguration of the Arsenal entrance at the Moline side of the island will commence, reducing access. The Visitor Center, currently in Building 23, will move on that date (05 April 2004) into temporary accommodations on the north side of the Clock Tower building in the Clock Tower parking lot.

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**Name of Offeror or Contractor:**

You now can ONLY access this Visitor Control Center from the Davenport gate. Their hours will remain the same, that is, from 6:00 a.m. until 2:30 p.m. CT. You must inform the Visitor Control Center attendant to call the POC identified in Block 10 of the SF33. If the POC is not reached, then the Visitor Control Center attendant should call local number 782-6895 to reach an alternate POC. If you use a delivery service, it is your responsibility to ensure that you provide these instructions to that service.

If you have a delivery later than 2:30 p.m. CT, advise the carrier to have the Police Officer at the Davenport entrance gate call the aforementioned POC identified in Block 10 of the SF33 so a visitor decal can be issued to enter the Arsenal. This POC can then meet the carrier outside his or her building. If the carrier needs to enter the building, he or she is to come to Police headquarters, Building 225, to be issued a badge as a badge cannot be issued out at the gate after 2:30 p.m. CT.

In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(LS7003) (End of provision)

EVALUATION FACTORS FOR AWARD

M-1 AWARD WILL BE BASED ON THE LOWEST PRICE QUOTED FOR THE ITEMS, AS CONTAINED IN SCHEDULE B.

\*\*\* END OF NARRATIVE M 001 \*\*\*